

LICENSE

(This document is a license of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This License is entered into this _____ day of September, 2020, by and between the **Community Development Authority of the City of Madison**, a redevelopment authority created under Wis. Stat. Section 66.1335, (“CDA”), and **YWCA Madison, Inc.**, a Wisconsin non-stock corporation located in Dane County, Wisconsin (“Licensee”).

1. Property. The CDA is the owner of The Village at Park (the “Property”) located at 2300 S. Park Street, Madison, Wisconsin more particularly described on attached **Exhibit A**.
2. Building. The Premises (hereinafter defined) is located next to the building known as the North Building, with a street address of 2210 South Park Street (“Building”).
3. Premises. The CDA hereby grants to the Licensee the right to use (as described in Section 6) a portion of the Property near the Building, together with access thereto, more particularly described and depicted on attached **Exhibit B** (the "Premises"). This is a license and right of use only, not a lease or conveyance of any kind of the Premises.
4. Term. This License shall be for a term of twelve (12) months, subject to early revocation or termination pursuant to the terms of this License. This License shall commence as of September 17, 2020 (the “Effective Date”) and expire on September 16, 2021 (collectively the “Term”).
5. Hold Over. Licensee shall surrender the Premises upon the expiration or termination of the License. Any holdover not consented to by CDA in writing shall not result in a new license.
6. Use.
 - a. The Premises are to be used solely for the purposes of: (i) affixing and displaying the Black Thought Wall defined in **Exhibit C** attached hereto (the “Wall”), (ii) the Description Signs (as defined below and in **Exhibit C**), (iii) the Event(s) described in Section 7 herein, and (iv) for members of the public to view the Wall, and for no other purpose whatsoever without the CDA’s written consent, which consent the CDA may withhold in its sole discretion. The Wall shall be constructed in accordance with the specifications set forth in **Exhibit C**.
 - b. The parties agree that the Wall is considered a piece of temporary public art, funded in part by the City of Madison Arts Commission, but ownership of the Wall shall remain at all times with the Licensee.. The design and installation of the Wall shall not violate

RETURN TO: City of Madison
EDD-Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-352-0406-9

Chapter 31, Sign Control Ordinance. Signs or advertising of any kind shall not be permitted, except for the 2' x 2' informational signs (“Description Signs”) described in **Exhibit C**, section 2 and a portable sign for wayfinding described in Section 19.

- c. Licensee shall inform its Team, Invited Participants and any other engaged partners and community members who will be coming onto the Premises pursuant to this License of the requirements of this License and that they need to adhere to all terms of this License, prior to coming on the Premises.
 - d. Any proposed change in the permitted Use shall be subject to CDA’s prior written approval.
 - e. Licensee shall not make any alterations to the Building or attach any signs thereto.
 - f. Licensee shall not obstruct any sidewalks, passages, entrances/exits of the Building or Property.
 - g. The Use shall not interfere with tenants or other buildings and uses adjacent to the Property.
7. Temporary Event Area. The Licensee shall be permitted to hold a kick-off event for the YWCA Racial Justice Summit on October 2, 2020 from 4:00 p.m. to 7:00 p.m., and up to (3) three additional event dates during the Term for facilitated experiences as described in **Exhibit C** (collectively, the “Event(s)”). Such Events shall be held in the area noted in **Exhibit D** (“Temporary Event Area”). The Licensee shall have the right to use the Temporary Event Area for purposes of setting up tables, tents, etc. commencing two hours before the above-referenced hours and may remain on the Temporary Event Area two hours after the Event for purposes of packing up any personal property used during the Event and removing any trash or debris. Licensee shall not serve or sell any alcoholic beverages of any kind whatsoever in connection with this Event. Licensee may include food carts as part of the Event if the cart operator(s) are properly licensed by the City of Madison and comply with all requirements for Free Standing Vending in Section 28.151 of the Madison General Ordinances.

Notification of Temporary Events: Licensee shall notify CDA in writing at least ten (10) days in advance of the date and time and location for each additional facilitated experience and must receive written approval from CDA prior to proceeding with the Event. Notice shall be sent to Kris Koval at kkoval@cityofmadison.com.

COVID-19 Notice: Licensee shall ensure that all such Event(s) shall comply at all times with all applicable public health laws, orders and guidelines.

8. Maintenance and Monitoring, Damage to Wall. Licensee is solely responsible at its cost for the repair, maintenance and monitoring of the Wall and Premises, and to keep the same clean and attractive in appearance at all times. CDA is not responsible for damage or loss to the Wall. The CDA will notify Licensee if it discovers:
- a. Unauthorized Markings. Licensee shall remove any writing or imagery on the Wall placed by persons other than Licensee’s Team and Invited Participants described in **Exhibit C**

(“Unauthorized Markings”) within twenty four (24) hours’ notice by the CDA, or another length of time if mutually agreed in writing.

- b. Any damage to the Wall/Premises. Licensee shall repair any damage to the Wall within two (2) days of notice or it may elect to terminate this License if the Wall is non-repairable.
- c. Any damage to the Building. Licensee shall also protect the Premises and Building so that no graffiti, writing or painting (“Building Damage”) occurs thereon. Licensee shall repair any Building Damage within two (2) days of notice by the CDA.
- d. Licensee shall include on the Description Signs instructions to the public not to mark, paint, write on or deface in any way the Wall or the Premises and Building, explaining that the writing on the Wall will be placed by Invited Participants in facilitated experiences.

In the event any of the above responsibilities are not cured by the Licensee within the aforementioned time frame then the CDA may elect to:

- a. Perform the work and then bill Licensee for all costs relating thereto, which will be due within thirty (30) days of said billing.
- b. Revoke this License.

The CDA shall not be held responsible for any damage or loss to the Wall.

- 9. License Fee. No License fee is payable by the Licensee under this License.
- 10. Assignment. The Licensee shall not assign this License without the prior written consent of the CDA, which consent the CDA may withhold in its sole discretion.
- 11. Other Licensee Responsibilities.
 - a. Artwork and Ownership. The Licensee shall be solely responsible for all dealings with the Team described in **Exhibit C**, the Invited Participants, and any other artist(s) participating in or working on the Wall at any time. Licensee, and not CDA, shall be solely responsible for obtaining waivers regarding rights of attribution and integrity by the Visual Artists Rights Act of 1990, if necessary. CDA exerts no ownership rights in any works of art to be displayed on the Wall, on the Premises, or to the Wall itself.
 - b. The Licensee shall be responsible for the removal of trash on a daily basis on or near the Premises.
 - c. No storage of trash barrels, materials, equipment or vehicles is permitted near the Premises by the Licensee or its guests.
 - d. The Licensee represents and warrants that its Use of the Premises will not generate any hazardous substance on or near the Premises, and it will not store or dispose on the

Property any hazardous substance in violation of any applicable federal, state or local law, regulation or rule.

- e. The Licensee shall in no way encumber, or allow to be encumbered, the CDA's title to the Property and shall immediately obtain a release from any lien so filed due to its Use of the Premises.
- f. Licensee shall not solicit any tenant at the Property, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles at the Property.

12. **Indemnification.** The Licensee shall be liable to and hereby agrees to indemnify, defend and hold harmless the Community Development Authority of the City of Madison, the City of Madison, Wisconsin and their respective officers, officials, agents, and employees (the "Indemnified Parties"), against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Indemnified Parties for damages because of (i) personal injury, including, but not limited to libel and defamation (ii) bodily injury, including death at any time resulting therefrom, sustained by any person or persons, (iii) claims or suits relating to the Visual Artists Rights Act of 1990 (17 USC 106A(a)), or (iv) on account of damages to Building and/or Property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Licensee and/or its officers, officials, agents, employees, assigns, guests, sublicensees or subcontractors, Team members or invited participants in the performance of this License, whether caused by or contributed to by the negligence of the Indemnified Parties. The provisions of this Section shall survive termination of the License.

13. **Insurance.** During the Term of this License, the Licensee shall procure and maintain Commercial General Liability insurance, including, but not limited to, bodily injury, property damage, personal injury, and products and completed operations with a minimum limit of \$1,000,000 per occurrence as may be adjusted, from time to time, by the City of Madison's Risk Manager. This policy shall insure the Licensee and list the CDA and the City of Madison, their respective officers, officials, agents and employees as additional insureds also provide contractual liability in the same amount, and apply on a primary and non-contributory basis.

The foregoing insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII. As evidence of this coverage, Licensee shall furnish to the CDA a certificate of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of the required policy. The Licensee shall provide the certificate of insurance to the CDA for approval by the City of Madison's Risk Manager in order for the CDA to execute the License. The Licensee shall provide copies of additional insured endorsements or insurance policies, if requested by the City of Madison's Risk Manager. The Licensee and/or its insurer(s) shall give the CDA thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the foregoing policies during the Term of this License. If the coverage required above expires while the License is in effect, Licensee shall provide a renewal certificate to the CDA for approval ten (10) business days before the expiration of the policy

Licensee shall be solely responsible for carrying property insurance sufficient to cover the loss of Licensee's Wall at the Property. The CDA shall not be liable for any damage to or loss of the

Wall or any other property or belongings of Licensee, the Team or Invited Participants. Licensee will also provide a waiver of subrogation in favor of CDA on its property policy with respect to Licensee's property.

14. Revocation and Termination.

a. The CDA shall have the right, at its sole option, to declare this License void, revoke the same, and take possession of the Premises under the following conditions:

(1) By giving the Licensee thirty (30) days written notice, upon or after any one of the following events:

- i. The filing by the Licensee of a voluntary petition in bankruptcy.
- ii. The institution of proceedings in bankruptcy against the Licensee and the adjudication of the Licensee as a bankrupt pursuant to such proceedings.
- iii. The taking by a court of competent jurisdiction of the Licensee's assets pursuant to proceedings brought under the provisions of any federal or state reorganization act.
- iv. The appointment of a receiver of the Licensee's assets.
- v. The divestiture of the Licensee's estate herein by other operation of law.
- vi. The abandonment by the Licensee of the Premises.
- vii. The use of the Premises for an illegal purpose.
- viii. Upon lapse or failure of any insurance coverage required by this Licensee.
- ix. In the event the Licensee defaults in the performance of any other term or condition of this License.

(2) In the event that the Licensee shall fail to maintain insurance as required by this License, the CDA may elect to immediately revoke this License.

b. For convenience. Either party shall have the right to terminate this License at any time during Term of this License by giving the other party a minimum of thirty (30) days' written notice of termination.

Failure of the CDA to declare this License revoked upon the breach or default of the Licensee for any reason set forth herein, shall not operate to bar or destroy any right of the CDA to revoke this License for any subsequent breach or default of any term or condition of this License.

15. Rights upon Expiration, Revocation or Termination. Upon the expiration, revocation or termination of this License for any reason, the Licensee's rights to occupy the Premises and its

obligations hereunder (except any obligations that by their nature or by their language survive termination) shall cease, and the Licensee shall immediately surrender the Premises.

The Wall shall remain the property of Licensee and shall be removed by Licensee upon the expiration, revocation or termination of this License. If Licensee fails to remove the Wall from the Premises by such date, the CDA can remove the Wall and restore the Premises to their prior condition and the costs relating thereto shall be billed to Licensee, and CDA shall not be responsible for any damage or loss to the Wall resulting therefrom. The covenants contained in this Section shall survive the expiration or termination of this License.

16. Compliance. The Licensee shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the CDA, the City of Madison, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Property. The Licensee may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Licensee agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the CDA harmless with respect to any actions taken by any lawful governmental authority with respect thereto.
17. Notices. All notices to be given under the terms of this License shall be in writing, dated and signed by the person sending the same, and shall be sent by electronic mail, registered or certified mail, return receipt requested and postage prepaid, to the address of the parties specified below. If electing to use electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement that the electronic mail constitutes notice under the terms of this License. All time periods with respect to notice shall commence on the date that electronic notice is sent, or if using certified mail, the date upon which the certified mail notice is mailed plus three days thereafter.

For the CDA:

City of Madison
Office of Real Estate Services
Madison Municipal Building
Attn.: Real Estate Manager
P.O. Box 2983
Madison, WI 53701-2983
P.O. Box 2983
Madison, WI 53701-2983
Emails: ores@cityofmadison.com and a copy to
kkoval@cityofmadison.com

With a copy to the Property Manager:

Founders 3 Real Estate Services
Eric Boswell
Email: eboswell@founders3.com

For the Licensee:

YWCA Madison, Inc.
101 E. Mifflin St., Suite 100
Madison, WI 53703
Vanessa McDowell, Chief Executive Officer
Emails: vmcdowell@ywcamadison.org and a copy to
gpvasquez@ywcamadison.org

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

18. Definition of CDA and Licensee. The terms “CDA” and “Licensee” when used herein shall mean either singular or plural, as the case may be, and the provisions of this License shall bind the parties mutually, their personal representatives and successors.
19. Signs. The Licensee shall not erect any signs on the Building, Premises or Property, other than the Description Signs. Licensee may display a portable sign for wayfinding purposes on the day(s) of its Event(s) subject to the prior written approval of the CDA and with the appropriate permit required under Chapter 31 of the Madison General Ordinances, available from the City of Madison Zoning counter.
20. Severability. If any term or provision of this License or the application thereof to the CDA or the Licensee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such terms or provisions to the CDA or the Licensee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the License shall be valid and be enforceable to the fullest extent permitted by law.
21. Nondiscrimination. During the term of this License, the Licensee agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Licensee further agrees not to discriminate against any subcontractor or person who offers to subcontract on this License (if any) because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.
22. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the CDA or the Licensee shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the CDA or the Licensee therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

23. Entire Agreement. This License and the attached exhibits set forth all the agreements, terms, covenants and conditions between CDA and Licensee concerning the Premises and there are no agreements, terms, covenants or conditions, oral or written, between them other than those herein contained. No amendment, change or addition to this License shall be binding upon CDA or Licensee unless it is in writing and signed by each party.
24. Law Applied. This License shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin and Wisconsin Courts. If either party brings an action to enforce the terms of or declare rights under this License, the prevailing party in any such action shall be entitled to recover actual, reasonable costs, attorneys' fees and expenses.
25. Execution. The submission of this License for examination does not constitute an offer to license, or a reservation of, or option for, the Premises and this document becomes effective and binding only upon the execution and delivery hereof by both CDA and Licensee. This License and any document executed in connection herewith may be signed in counterparts, each of which shall be taken together as a whole to comprise a single document. Signatures on this License may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original; and this License may be converted into electronic format and signed or given effect with one or more electronic signature(s) if the electronic signature(s) meets all requirements of Wis. Stat. ch. 137 or other applicable Wisconsin or Federal law. Executed copies or counterparts of this License may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this License, fully executed, shall be as valid as an original.
26. Demolition of North Building. Licensee acknowledges that the CDA has informed Licensee of its potential plans to demolish that portion of the Building known as the "North Building" upon which the Premises is located.
27. Property Rules. The CDA reserves the right to exclude or expel from the Property any person who, in CDA's judgment is intoxicated or under the influence of liquor or drugs. Smoking is prohibited throughout the Property. Violators will be ticketed and/or removed from the Property.

SIGNATURES FOLLOW ON THE PAGE

IN WITNESS WHEREOF, the parties have entered into this License as of the date first set forth above.

CDA:

**COMMUNITY DEVELOPMENT AUTHORITY OF
THE CITY OF MADISON,**
a Wisconsin redevelopment authority

By: _____ Date: _____
Name: Claude Gilmore
Title: Chair

By: _____ Date: _____
Name: Matt Wachter
Title: Executive Director

LICENSEE:

YWCA Madison, Inc.
a Wisconsin non-stock corporation

By: _____ Date: _____
Name: Vanessa McDowell
Title: CEO

Execution of this License is authorized by Resolution No. ___ adopted on ____, 2020, by the Community Development Authority of the City of Madison Board.

Drafted by: City of Madison Office of Real Estate Services. Project No. 8071

EXHIBIT A

Lot 2, Certified Survey Map No. 13468, City of Madison, Dane County, Wisconsin.

Parcel No: 251-0709-352-0406-9

EXHIBIT B The Premises



EXHIBIT C

Wall Background, Design, Description and Specifications

1. Background:

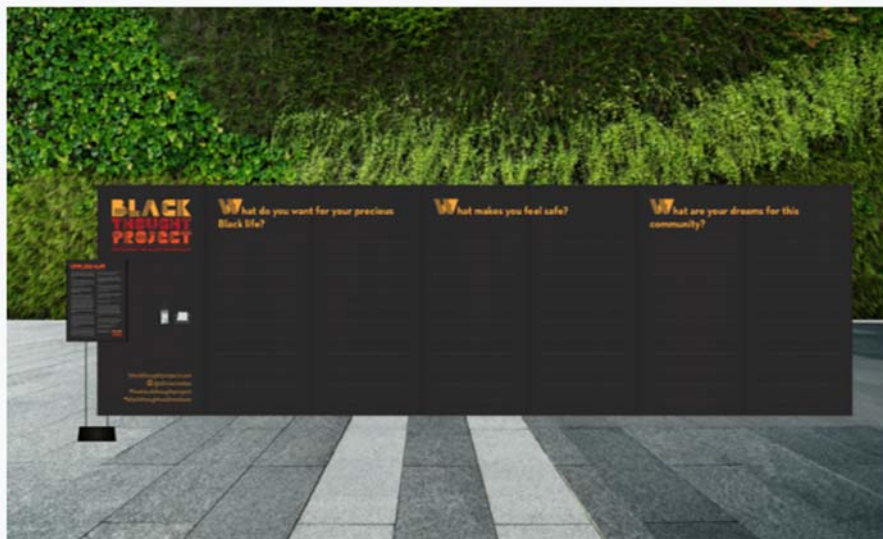
YWCA Madison in collaboration with the Black Thought Project and with the training and guidance of our 2020 Racial Justice Summit Opening Keynote Alicia Walters, together with a local team of Black co-creators including artists Brooklyn Doby, Opal Tomashevskya and YWCA racial justice and restorative justice practitioners Alyssa Ivy, Kyra Johnson and Jasmia Hamilton (the “Team”) envisions to co-create a [Black Thought Wall](#) (the “Wall”) interactive art installation. The Team will select who will be invited to answer the chosen questions on the Wall (“Invited Participants”) and write their answers on the Wall during facilitated experiences. The Team will also choose when to rotate the questions during the Term and invite new Invited Participants to answer the new questions, during additional facilitated experiences.

2. Design:

YWCA may install on the Premises one of the two following options for the Wall recommended by Alicia Walters depending on availability and consideration for accessibility.

- a) A single structure consisting of two (2) 8’x 8’ panels (2 questions) and a 4’x 8’ panel, and two small, freestanding informational signs similar to the one shown in the mock-up below, not more than 2’x 2’ feet each, mounted on posts that contain the description of the Wall, the Team, and the information noted in Section 8.d, and placed at both ends of the Wall (“Description Signs”), or
- b) A single wall structure consisting of three (3) 8’x8’ panels (3 questions) and a 4’x 8’ panel, and the two Description Signs described above.

Mock Up of the Design of Wall:



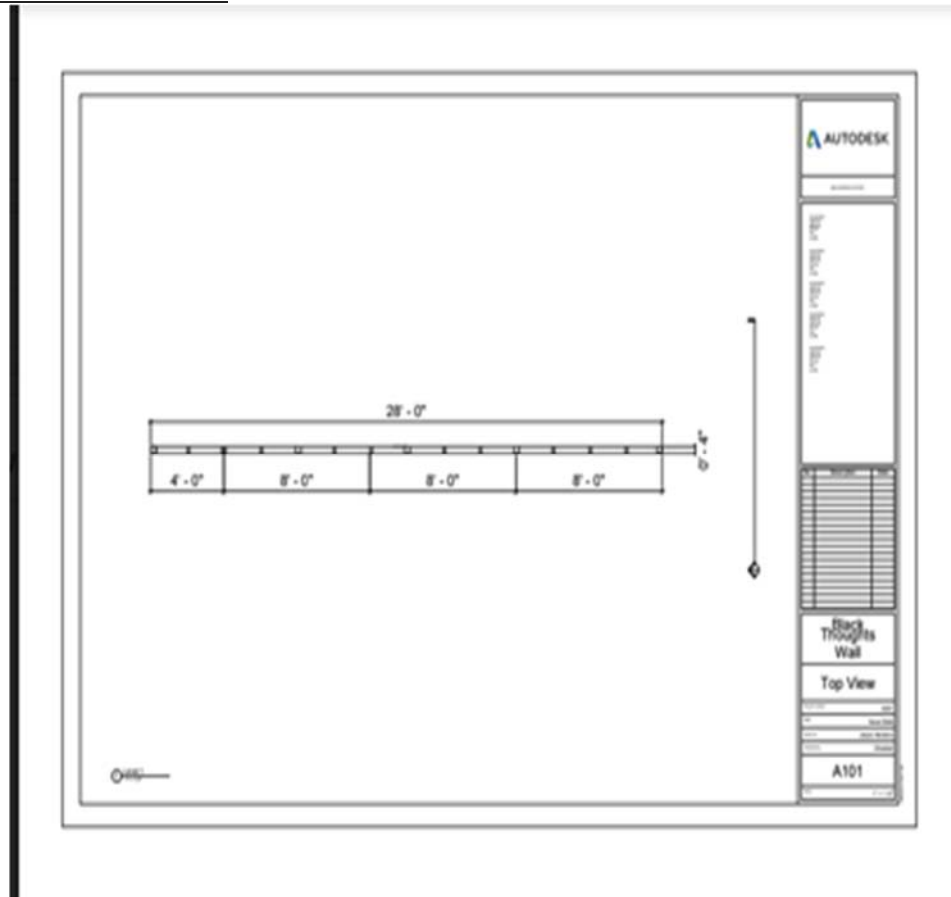
The design of the Wall and Questions thereon (see provision 3 below) will be decided upon on or before September 18, 2020. A list of the Questions will be sent to CDA to kkoval@cityofmadison.com. The Questions may change during the Term as described above.

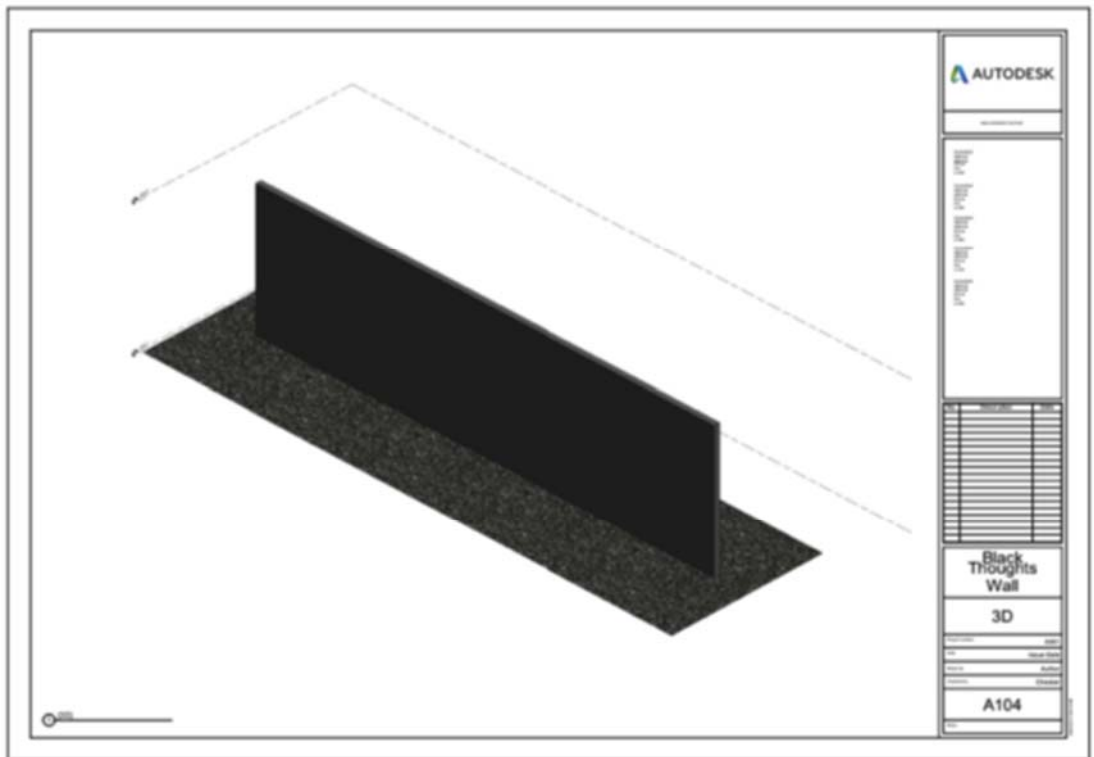
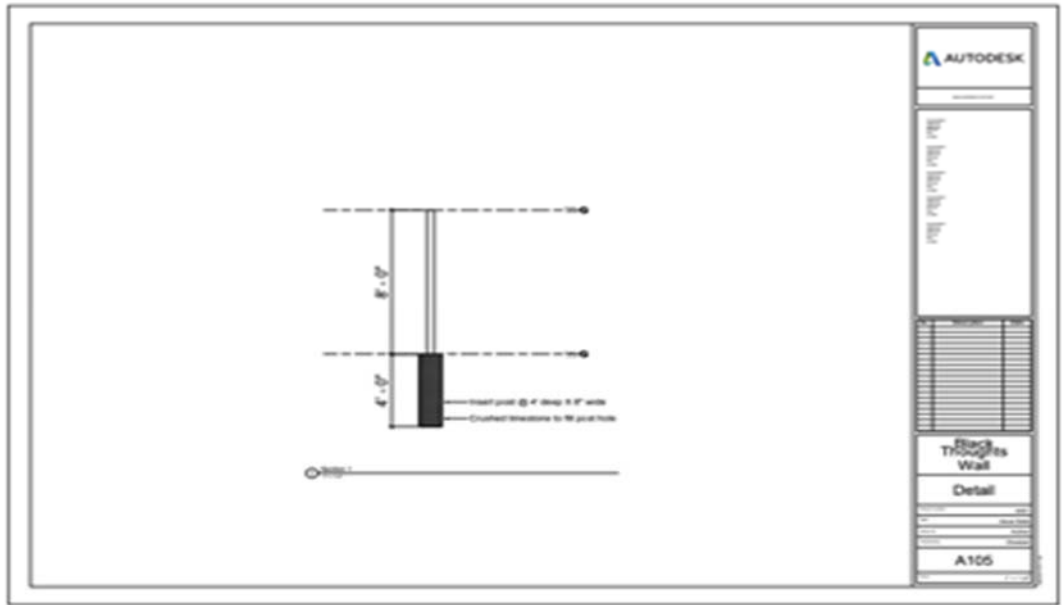
3. Description of Questions on Wall:

List of sample “questions”. Please note that the final question(s) will be co-created by the Team to respond to the opportunity to make the Black Thought Project uniquely fit for the Madison community:

- What do you want for your precious Black life?
- What do you love most about yourself?
- What makes you feel safe?
- What are your dreams for this community?
- What are your hopes for the future community? For Madison?
- What does it mean to heal?
- How do we heal in the midst of trauma and violence?
- What parts of yourself do you want to love more to be more whole?
- What part of yourself do you want to embrace to be more whole?
- If you had no fear or limitation what would you be or do?

4. Specifications of the Wall





The posts that will hold the Wall shall be located within the boundaries of the Premises, set back as far as they can go from the sidewalk and three feet from the door to the North Building entrance.

EXHIBIT D

Temporary Event Area

